

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ONE BEACON INSURANCE )  
COMPANY, )  
Plaintiff(s), )  
v. )  
HAAS INDUSTRIES, INC, )  
Defendant(s). )  
\_\_\_\_\_ )

No. C07-3540 BZ

**ISSUES FOR ARGUMENT**

At oral argument, the parties should be prepared to address the following issues:

1. Inasmuch as the bill of lading appears to be an airbill, why do the parties believe that the Carmack Amendment is applicable?

2. Who was the shipper? If Omneon, what is plaintiff's standing to sue Haas?

3. Was there an agreement between PPI and Omneon as to who would bear the risk of loss once the goods had left Omneon?

4. Did Haas recover on its claim to Direct Air?

5. Does One Beacon claim Omneon was denied a reasonable

1 opportunity to declare a higher value for the goods?

2 6. Does PPI claim it asked Omneon to declare a higher  
3 value for the goods?

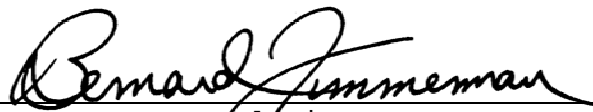
4 7. Does Omneon deny having received the January 12, 2005  
5 "Dear Valued Customer" letter?

6 8. Did Haas need to maintain a tariff at the time of  
7 this shipment?

8 9. Does the "Dear Valued Customer" letter constitute a  
9 tariff?

10 10. With whom does Haas contend it achieved an accord  
11 and satisfaction - Omneon or PPI? If with PPI, what  
12 consideration did PPI receive?

13 Dated: March 31, 2008

14   
15 Bernard Zimmerman  
United States Magistrate Judge

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